

**Los Angeles County
Board of Supervisors**

Gloria Molina
First District

Mark Ridlev-Thomas
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

March 09, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

John F. Schunhoff, Ph.D.
Interim Director

Robert G. Splawn, M.D.
Interim Chief Medical Officer

313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

Tel: (213) 240-8101
Fax: (213) 481-0503

www.dhs.lacounty.gov

*To improve health
through leadership,
service and education.*



www.dhs.lacounty.gov

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

16 MARCH 9, 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**AMENDMENTS TO PROPOSITION A DIETARY SERVICES AND NON-
PROPOSITION A CONCESSION CAFETERIA SERVICES AGREEMENTS
(ALL DISTRICTS)
(4 VOTES)**

SUBJECT

Request approval to extend the term of the Proposition A dietary services and non-Proposition A concession cafeteria services Agreements at various Department of Health Services facilities.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair to sign the attached Proposition A (Prop A) Amendment No. 13 to Agreement No. 70295 with Morrison Management Specialists, Inc., dba Morrison Health Care, Inc. (Morrison), effective upon execution, to extend the term of the Agreement for the period of April 1, 2010 through September 30, 2010, for the continued provision of dietary services at Harbor-UCLA Medical Center (Harbor) for an estimated cost of \$2,563,378.
2. Approve and instruct the Chair to sign the attached Prop A Amendment No. 4 to Agreement No. 74158 with Morrison, effective upon execution, to extend the term of the Agreement for the period of April 1, 2010 through September 30, 2010, for the continued provision of dietary and concession cafeteria services at LAC+USC Medical Center (LAC+USC), for an estimated cost of \$5,166,546.

3. Approve and instruct the Chair to sign the attached Prop A Amendment No. 13 to Agreement No. 70294 with Morrison, effective upon execution, to extend the term of the Agreement for the period of April 1, 2010 through September 30, 2010, for the continued provision of dietary services at Martin Luther King, Jr. Multi-Service Ambulatory Care Center (MLK-MACC), and Hubert H. Humphrey Comprehensive Health Center (Humphrey) for an estimated cost of \$702,664.
4. Approve and instruct the Chair to sign the attached Prop A Amendment No. 14 to Agreement No. 70694 with Morrison, effective upon execution, to extend the term of the Agreement for the period of April 1, 2010 through September 30, 2010, for the continued provision of dietary and concession cafeteria services at Olive View-UCLA Medical Center (Olive View) for an estimated cost of \$2,045,242.
5. Approve and instruct the Chair to sign the attached Prop A Amendment No. 14 to Agreement No. 68444 with Sodexho, LLC (Sodexho), effective upon execution, to extend the term of the Agreement for the period of April 1, 2010 through September 30, 2010, for the continued provision of dietary and concession cafeteria services at Rancho Los Amigos National Rehabilitation Center (Rancho), for an estimated cost of \$2,136,868.
6. Authorize the Interim Director of Health Services, or his designee, to execute the attached non-Proposition A (non-Prop A) Amendment No. 14 to Agreement No. H-211094 with Morrison, effective upon execution, to extend the term of the Agreement for the period of April 1, 2010 through September 30, 2010, for the continued provision of public cafeteria services at Harbor, with estimated revenue of \$39,000.
7. Delegate authority to the Interim Director, or his designee, to increase the maximum obligation of the first five Agreements by no more than two percent for cost increases that may result from the implementation of a new California Children's Services (CCS) regulation, requiring additional dietitian services at DHS facilities.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Dietary and concession cafeteria services at Department of Health Services (DHS) facilities are provided pursuant to six separate agreements which currently expire on March 31, 2010. Approval of the first five recommendations will ensure the agreements for services at Harbor, LAC+USC, Olive View, and Rancho, and dietary services only at MLK-MACC are extended through September 30, 2010 to allow time to complete the Request for Proposals (RFP) process. Approval of recommendation six will allow the Interim Director to execute an amendment to extend public cafeteria services at Harbor through September 30, 2010.

When the RFP was released on June 5, 2009, it was anticipated that successor dietary and concession services contracts for Harbor, LAC+USC, Olive View, Rancho, and MLK-MACC, would be approved by your Board prior to December 31, 2009. Three proposals were received as of the due date of August 7, 2009. Since DHS significantly changed the reimbursement model for dietary services from a monthly amount to a per meal amount, additional internal analysis was required to evaluate the impact of the changed model on each facility. As a result, completion of the proposal

evaluation process took longer than anticipated, but has now been completed. DHS has sent letters to the selected vendor to begin negotiating the contract. The recommended extensions will enable DHS to complete the contract negotiation process, disposition any protests, and return to your Board with recommendations for successor agreements.

Approval of the seventh recommendation will provide DHS with delegated authority to increase the maximum obligation of each dietary services agreement by no more than two percent in the event that CCS implements a new regulation that requires additional Registered Dietitian services in order to continue funding pediatric clinics at DHS facilities. This authority will only be exercised if additional dietitian services are needed to comply with the new CCS regulation.

Implementation of Strategic Plan Goals

The recommended actions support Goal 4, Health and Mental Health, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The estimated cost for each facility during the recommended extension period is as follows: \$2,563,378 for Harbor, \$5,166,546 for LAC+USC, \$702,664 for MLK-MACC and Humphrey, \$2,045,242 for Olive View, and \$2,136,868 for Rancho, for a total of \$12,614,698. Estimated revenue at Harbor for the cafeteria services is \$39,000 for the six-month extension period. Funding is included in DHS Fiscal Year (FY) 2009-10 Final Adopted Budget and will be requested in FY 2010-11.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Harbor and MLK-MACC

On September 3, 1996, your Board approved Agreements with Morrison to provide dietary services at Harbor and MLK/Drew Medical Center effective September 1, 1996 through February 29, 2004. Subsequently, your Board approved additional amendments to extend the agreement terms through March 31, 2010. MLK-MACC's dietary services currently include services to the patients of the Augustus Hawkins facility, residents and volunteers. A part-time Registered Dietitian was added to Humphrey, under the current agreement, to accommodate patients who previously went to MLK for nutrition classes for diabetes and HIV. MLK-MACC's concession services are currently provided under a separate Chief Executive Office (CEO) agreement. Under the RFP, both the dietary and the concession services were solicited and will be included in a single successor agreement.

LAC+USC

Since 1995, DHS has contracted with Morrison for the provision of dietary services at LAC+USC. As a result of an RFP released in June 2001, Morrison was the selected contractor to provide services under a new Agreement effective October 1, 2002 through September 30, 2007, with authority to extend for up to six months through March 31, 2008. On March 25, 2008, your Board approved an Amendment that incorporated the concession services previously provided under a CEO contract and extended the Agreement, effective April 1, 2008 through September 30, 2009. Subsequent amendments extended the term through March 31, 2010.

Olive View

On May 13, 1997, your Board approved an Agreement with Morrison to provide dietary and concession cafeteria services at Olive View, effective June 1, 1997 through November 30, 2002. Subsequent amendments extended the term through March 31, 2010.

Rancho

On July 18, 1995, your Board approved an Agreement with Sodexo to provide dietary and concession cafeteria services at Rancho, effective August 1, 1995 through January 31, 2003. Subsequent amendments extended the term through March 31, 2010.

Harbor - Concession Cafeteria Services

On May 9, 2000, your Board approved a revenue concession Agreement with Morrison for the provision of concession cafeteria services at Harbor through February 29, 2004. Subsequent amendments extended the term through March 31, 2010. Under the RFP, these services are combined with the dietary services so that there will be a single successor agreement.

All Amendments

All the dietary and concession cafeteria contracts have the current Living Wage language and the contractors are in compliance with the Living Wage Program.

On October 19, 2009, the Treasurer and Tax Collector notified departments that your Board adopted a new Defaulted Property Tax Reduction Program Ordinance, effective August 20, 2009, and issued the Implementation Instructions with an effective date of October 20, 2009. The Department notified all proposers of this new ordinance and will add the required contract language to the new agreements. The required contract language also is included in the extension amendments. County Counsel has reviewed and approved Exhibits I, II, III, IV, V, and VI as to use and form.

CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval will allow for the continued provision of dietary and concession cafeteria services at Harbor, LAC+USC, MLK-MACC, Olive View, and Rancho.

The Honorable Board of Supervisors

3/9/2010

Page 5

Respectfully submitted,

A handwritten signature in black ink, appearing to read "John F. Schunhoff". The signature is fluid and cursive, with a large initial "J" and "S".

JOHN F. SCHUNHOFF, Ph.D.

Interim Director

JFS:jc

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

DIETARY SERVICES AGREEMENT
HARBOR-UCLA MEDICAL CENTER

AMENDMENT NO. 13

THIS AMENDMENT is made and entered into to this 9th day
of March, 2010,

by and between the

COUNTY OF LOS ANGELES
(hereafter "County"),

and

MORRISON MANAGEMENT
SPECIALISTS INC., dba
MORRISON HEALTH CARE, INC.
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled
"DIETARY SERVICES AGREEMENT", dated September 3, 1996, and
further identified as County Agreement No. 70295, and extension
letter dated August 20, 2003, and any Amendments thereto (all
hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties to amend Agreement
to extend its term and to make the changes described hereinafter;
and

WHEREAS, Agreement provides that changes may be made in the
form of a written amendment which is formally approved and
executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective upon execution.
2. Subparagraph A of Agreement Paragraph 1, TERM, shall be
replaced to read as follows:

70295
Agreement No. 13

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective upon execution.

2. Subparagraph A of Agreement Paragraph 1, TERM, shall be replaced to read as follows:

"1. TERM:

A. The term of this Agreement shall commence on September 3, 1996, and shall continue in full force and effect to and including September 30, 2010, unless sooner canceled or terminated as provided herein."

3. Schedule 13 shall be replaced by Schedule 14, attached to this Amendment and incorporated in Agreement by reference.

4. Paragraph 45, CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall be added to the Agreement to read as follows:

"45. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the

best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206."

5. Paragraph 46, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall be added to the Agreement to read as follows:

"46. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 45 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206."

6. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

/

Chair and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.



COUNTY OF LOS ANGELES

By: Gloria Molina
Chair, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

MORRISON MANAGEMENT SPECIALISTS, INC.,
dba MORRISON HEALTH CARE, INC.
Contractor

By: Ed Cep
Title: RVP

By: Lachelle Smitherman
Deputy

I hereby certify that pursuant to
Section 25100 of the Government Code,
delivery of this document has been made.

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL:

By: Sham A. Nerdhama
County Counsel

SACHI
Executive
Clerk of the Board of Supervisors

By: Lachelle Smitherman
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

16

MAR 9 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER



SCHEDULE 14

HARBOR-UCLA MEDICAL CENTER

**MORRISON MANAGEMENT SPECIALISTS, INC. DBA
MORRISON HEALTH CARE, INC.**

DIETARY CONTRACT

**CONTRACTOR'S MONTHLY BUDGET
AND COUNTY'S CHARGE SCHEDULE**

To deliver 47,001 - 52,000 meals per month

Labor Costs: Management and Clinical Labor	\$111,273
Labor Costs: Hourly staff	\$146,667
Food Costs	\$80,833
Materials, services and supplies	\$25,230
Equipment Costs	\$1,832
Utilities	\$83
Management Fee and Administrative Costs	\$33,004
Sales Tax Liability	\$14,537
A. Contractor's Basic Monthly Charge	\$413,458
B. Special Function Meals	\$5,417
C. Incidental Supplies	\$1,300
D. Linen	\$1,055
E. Tube Feedings	\$6,000
F. Contractor's Monthly Budget	\$427,230
Incremental meal credits for meals provided below 47,001	(\$1.97)
Incremental meal fee for meals provided above 52,001	\$1.97

DIETARY SERVICES AGREEMENT
LAC+USC MEDICAL CENTER

AMENDMENT NO. 4

THIS AMENDMENT is made and entered into this 9th day
of March, 2010,

by and between the

COUNTY OF LOS ANGELES
(hereafter "County")

and

MORRISON MANAGEMENT
SPECIALISTS INC., dba
MORRISON HEALTH CARE, INC.
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled
"DIETARY SERVICES AGREEMENT", dated September 17, 2002, and
further identified as County Agreement No. 74158, (hereafter
referred to as "Agreement"); and

WHEREAS, County requires dietary services to be provided at
LAC+USC Medical Center; and

WHEREAS, Contractor is hereby authorized to sell food,
beverages and sundry items within the confines of the LAC+USC
Medical Center; and

WHEREAS, a concession for the sale of food and beverage is
consistent with said purposes; and

WHEREAS, the Board of Supervisors is authorized by the
provisions of Government Code 25536 to grant concessions therein
that are consistent with the government purposes served thereby; and

74158
Supplement No. 4

WHEREAS, it is the intent of the parties to amend Agreement to extend its term and to make the changes described hereinafter; and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. This Amendment shall become effective upon execution.

2. Subparagraph 1.1 of Paragraph 1.0, TERM, of the Agreement shall be replaced as follows:

"1.1. This Agreement shall become effective on October 1, 2002 and shall continue in full force and effect to and including September 30, 2010, unless sooner canceled or terminated as provided herein."

3. Monthly payment shall remain the same as referenced in Amendment No. 2, Schedule 3.

4. Paragraph 76.0, CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall be added to the Agreement to read as follows:

"76.0. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in

paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206."

5. Paragraph 77.0, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall be added to the Agreement to read as follows:

"77.0. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 76.0 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206."

6. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Chair and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.



ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

COUNTY OF LOS ANGELES

By: Gloria Molina
Chair, Board of Supervisors

MORRISON MANAGEMENT SPECIALISTS, INC.,
dba MORRISON HEALTH CARE, INC.
Contractor

By: Ed Clark
Title: MVP

By: Lachelle Smitherman
Deputy

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL:

By: Sham A. Nechman
County Counsel



ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

16 MAR 9 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

DIETARY SERVICES AGREEMENT
MARTIN LUTHER KING, JR. MULTI-SERVICES AMBULATORY CARE CENTER

AMENDMENT NO. 13

THIS AMENDMENT is made and entered into to this 9th day
of March, 2010,

by and between the

COUNTY OF LOS ANGELES
(hereafter "County"),

and

MORRISON MANAGEMENT
SPECIALISTS INC., dba
MORRISON HEALTH CARE, INC.
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled
"DIETARY SERVICES AGREEMENT", dated September 3, 1996, and
further identified as County Agreement No. 70294, and extension
letter dated August 20, 2003, and any Amendments thereto (all
hereafter referred to as Agreement"); and

WHEREAS, the services included hereunder provide for a
part-time registered dietitian at Hubert H. Humphrey
Comprehensive Health Center; and

WHEREAS, it is the intent of the parties hereto to amend
Agreement to extend its term and to make the changes described
hereinafter; and

WHEREAS, said Agreement provides that changes may be made in
the form of a written amendment which is formally approved and
executed by the parties.

70294
Supplement No. 13

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. This Amendment shall become effective upon execution.

2. Subparagraph A of Agreement Paragraph 1, TERM, shall be replaced to read as follows:

"1. TERM:

A. The term of this Agreement shall commence on September 3, 1996, and shall continue in full force and effect to and including September 30, 2010, unless sooner canceled or terminated as provided herein."

3. Schedule 13 shall be replaced by Schedule 14, attached to this Amendment and incorporated in Agreement by reference.

4. Paragraph 62, CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall be added to the Agreement to read as follows:

"62. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured

roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206."

5. Paragraph 63, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall be added to the Agreement to read as follows:

"63. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 62 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206."

6. Except for the changes set forth hereinabove,
Agreement shall not be changed in any other respect by this
Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County
of Los Angeles has caused this Amendment to be subscribed by its

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Chair and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.



COUNTY OF LOS ANGELES

By: Gloria Molina
Chair, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

MORRISON MANAGEMENT SPECIALISTS, INC.,
dba MORRISON HEALTH CARE, INC.
Contractor

By: Ed Cel
Title: HVP

By: Lachelle Smithman
Deputy

I hereby certify that pursuant to
Section 26103 of the Government Code,
delivery of this document has been made.

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL:

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: Sharon A. Nechman
County Counsel

By: Lachelle Smithman
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

16

MAR 9 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER



SCHEDULE 14

MARTIN LUTHER KING, JR. MULTI-SERVICE AMBULATORY CARE CENTER

**MORRISON MANAGEMENT SPECIALISTS, INC. DBA
MORRISON HEALTH CARE, INC.**

DIETARY CONTRACT

**CONTRACTOR'S BUDGET
AND COUNTY'S CHARGE SCHEDULE**

To Deliver 4,000- 5,000 meals per month

Labor Costs	\$79,694
Food Costs	\$12,887
Materials; services and supplies	\$8,757
Equipment purchase/lease & service contracts	\$438
Utilities	\$83
Management Fee & Administrative Costs	\$8,390
Sales Tax Liability	\$425
A. Contractor's Basic Monthly Charge	\$110,674
B. Special Function Meals	\$1,600
C. Incidental Supplies	\$736
D. Hubert H. Humphrey Comprehensive Health Center	\$4,101
Registered Dietician for medical nutrition classes for groups & individuals (Hourly rate not to exceed \$42.37 per hour) (No more than 28 hours per week) Food models and educational materials (No more than \$750)	
E. Contractor's Monthly Budget	\$117,111
Incremental Meal Credit for monthly meals below 4,000	(\$2.17)
Incremental Meal Fee for monthly meals above 5,000	\$2.17

AGREEMENT FOR DIETARY SERVICES
AT OLIVE VIEW-UCLA MEDICAL CENTER

AMENDMENT NO. 14

THIS AMENDMENT is made and entered into to this 9th day
of March, 2010,

by and between the

COUNTY OF LOS ANGELES
(hereafter "County"),

and

MORRISON MANAGEMENT
SPECIALISTS INC., dba
MORRISON HEALTH CARE, INC.
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled
"AGREEMENT FOR DIETARY SERVICES AT OLIVE VIEW-UCLA MEDICAL
CENTER", dated May 13, 1997, and further identified as County
Agreement No. 70694, and extension letter dated February 21,
2002, and any Amendments thereto (all hereafter referred to as
Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend
Agreement to extend its term and to make the changes described
hereinafter; and

WHEREAS, said Agreement provides that changes may be made in
the form of a written amendment which is formally approved and
executed by the parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. This Amendment shall become effective upon execution.

70694
Amendment No. 14
13

NOW, THEREFORE, the parties hereby agree as follows:

1. This Amendment shall become effective upon execution.

2. Subparagraph A of Agreement Paragraph 1, TERM, shall be replaced to read as follows:

"1. TERM:

A. The term of this Agreement shall commence on September 3, 1996, and shall continue in full force and effect to and including September 30, 2010, unless sooner canceled or terminated as provided herein."

3. Exhibit B-12 shall be replaced by Exhibit B-13, attached to this Amendment and incorporated in Agreement by reference.

4. Paragraph 62, CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall be added to the Agreement to read as follows:

"62. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or

exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206."

5. Paragraph 63, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall be added to the Agreement to read as follows:

"63. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 62 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206."

6. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

Chair and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.



ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

COUNTY OF LOS ANGELES

By: Gloria Molina
Chair, Board of Supervisors

MORRISON MANAGEMENT SPECIALISTS, INC.,
dba MORRISON HEALTH CARE, INC.
Contractor

By: Ed Cee
Title: RUD

By: Lachelle Smithman
Deputy

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL:

By: Sham A. Reichman
County Counsel

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: Lachelle Smithman
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

16

MAR 9 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER



OLIVE VIEW-UCLA MEDICAL CENTER

**MORRISON MANAGEMENT SPECIALISTS, INC. DBA
MORRISON HEALTH CARE, INC.**

DIETARY CONTRACT

**CONTRACTOR'S MONTHLY BUDGET
AND COUNTY'S CHARGE SCHEDULE**

To Deliver 24,000 - 30,000 Meals Per Month

Labor Costs: Mgmt and Clinical Staff Labor	\$58,419
Labor Costs: Hourly staff	\$145,867
Raw Food Costs	\$86,475
Materials, Services and Supplies	\$19,631
Total Equipment Cost	\$1,106
Utilities	\$87
Maintenance	\$1,031
G&A and Management Fee	\$21,832
Sales Tax Liability: 9.75%	\$3,093
A. Contractor's Basic Monthly Charge	\$337,540
B. Special Function Meals	\$2,083
C. Incidental Food and Supplies	\$667
D. Patient Tube Feeding Products	\$583
E. Contractor's Monthly Budget	\$340,874
Incremental meal credits for meals provided below 24,000	(\$1.85)
Incremental meal fee for meals provided above 30,000	\$1.85

AGREEMENT FOR DIETARY SERVICES
AT RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER

AMENDMENT NO. 14

THIS AMENDMENT is made and entered into to this 9th day
of March, 2010,

by and between the

COUNTY OF LOS ANGELES
(hereafter "County"),

and

SODEXO OPERATIONS, LLC
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled
"AGREEMENT FOR DIETARY SERVICES AT RANCHO LOS AMIGOS MEDICAL
CENTER", dated July 18, 1995, and further identified as County
Agreement No. 68444, extension letter dated February 21, 2002,
and any Amendments thereto (all hereafter referred to as
Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend
Agreement to extend its term and to make the changes described
hereinafter; and

WHEREAS, said Agreement provides that changes may be made in
the form of a written amendment which is formally approved and
executed by the parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. This Amendment shall become effective upon execution.
2. Subparagraph A of Agreement Paragraph 1, TERM, shall be
replaced to read as follows:

68444-14
Supplemental Agt. 13

1. This Amendment shall become effective upon execution.

2. Subparagraph A of Agreement Paragraph 1, TERM, shall be replaced to read as follows:

"A. The term of this Agreement shall commence on July 18, 1995, and shall continue in full force and effect to and including September 30, 2010, unless sooner canceled or terminated as provided herein."

3. Schedule 13 shall be replaced by Schedule 14, attached to this Amendment and incorporated in Agreement by reference.

4. Paragraph 62, CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall be added to the Agreement to read as follows:

"62. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with

Los Angeles Code Chapter 2.206."

5. Paragraph 63, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall be added to the Agreement to read as follows:

"63. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 62 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206."

6. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Chair and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.



ATTEST:

SACHI A. HAMAI
Executive Officer
Board of Supervisors of
the County of Los Angeles

COUNTY OF LOS ANGELES

By: Gloria Molina
Chair, Board of Supervisors

SODEXO OPERATIONS, LLC
Contractor

By: Calvin V. Johnson
Title: _____

Calvin V. Johnson
President, Hospitals Division
Sodexo

By: Lachelle Smitherman
Deputy

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL:

By: Sharon A. Reichman
County Counsel

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: Lachelle Smitherman
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

16

MAR 9 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER



68444

Supervisor No.

13

SCHEDULE 14

RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER

**SODEXO OPERATIONS, LLC
DIETARY CONTRACT**

**CONTRACTOR'S MONTHLY BUDGET
AND COUNTY'S CHARGE SCHEDULE**

To deliver 38,001 - 44,000 meals per month

Labor Costs	\$189,529
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Raw Food Costs	\$104,980
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Materials, services and supplies	\$19,039
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Equipment, Maintenance and Repair Costs	\$1,592
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Other Expenses	\$21,937
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Sales Tax Liability	\$584
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A. Contractor's Basic Monthly Charge	\$337,661
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B. Special Function Meals	\$7,872
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Incidental Supplies	\$1,462
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Tube Feedings	\$9,150
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Contractor's Monthly Budget	\$356,145
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Incremental Meal Credits	(\$2.09)
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Incremental Meal Fee	\$2.09
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**CONCESSION SERVICES AGREEMENT
HARBOR-UCLA MEDICAL CENTER**

AMENDMENT NO. 14

THIS AMENDMENT is made and entered into to this _____ day
of _____, 2010,

by and between the

COUNTY OF LOS ANGELES
(hereafter "County"),

and

MORRISON MANAGEMENT
SPECIALISTS INC., dba
MORRISON HEALTH CARE, INC.
(hereafter "Contractor").

WHEREAS, County owns and operates the facility known as
Harbor-UCLA Medical Center located at 1000 West Carson Street,
Torrance, California 90509, hereinafter referred to as "Medical
Center"; and

WHEREAS, the Board of Supervisors is authorized by the
provisions of Government Code Section 25536 to grant concessions
therein that are consistent with the governmental purposes
served thereby; and

WHEREAS, Concessionaire is willing to exercise the grant of
such a concession in accordance with the terms and conditions
prescribed therefore;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereby agree as follows:

1. This Amendment shall become effective upon execution.

2. Subparagraph 3.01 of Paragraph 3, TERM of Agreement shall be replaced to read as follows:

"3.01 The term of the concession shall commence on May 9, 2000, and shall continue in full force and effect to and including September 30, 2010, unless sooner canceled or terminated as provided herein."

3. Paragraph 45, CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall be added to the Agreement to read as follows:

"45. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during

the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206."

4. Paragraph 46, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall be added to the Agreement to read as follows:

"46. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 45 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206."

5. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services and Contractor has caused this
Amendment to be subscribed in its behalf by its duly authorized
officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
John F. Schunhoff, Ph.D.
Interim Director

MORRISON MANAGEMENT SPECIALISTS, INC.,
dba MORRISON HEALTH CARE, INC.
Contractor

Signature

By _____
Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

By: _____
County Counsel